

**CHAPTER 6 – CAPITAL IMPROVEMENT PROJECT INFORMATION****1.0 Project Inception**

- 1.1 When a project is planned by a state agency for legislative approval, it is submitted as a capital improvement and funding request in the agency's five-year capital improvement program and facilities plan to the Division of Budget, the SBAC, and the JCSBC by July 1 of each year. With the assistance of the Secretary of Administration, the SBAC reports and makes recommendations on each capital improvement budget estimate to the division of the budget, the JCSBC and the legislative research department by November 15 each year. ([K.S.A. 75-3717\(b\)](#))
- 1.2 When the legislature approves a proposed project, the process for nominating firms for interviews is initiated by the state agency's request to DFM for an advertisement in the Kansas Register.

**2.0 DFM Project Number**

- 2.1 A DFM project number is required for each capital improvement project and will be assigned to each project by DFM when the agency submits a completed Project Number / Data Request FPDC Form 935 to DFM.
  - 2.1.1 Ancillary service projects, miscellaneous studies/reports and any services provided by DFM will also be assigned a project number.
- 2.2 The DFM project number is an A- followed by a 6-digit number. All six numbers should be included even if the first number is a 0. (Example A-010254)
- 2.3 The DFM project number shall be used on all correspondence, drawings, specifications, billings, shop drawings and other documents transmitted by the project architect/engineer.

**3.0 Project Architect/Engineer's Consultants**

- 3.1 Consultants and their services proposed during interviews and fee negotiations shall be used for those services throughout the project.
- 3.2 If the project architect/engineer identifies a need to change consultants during the design or construction administration of a project, the firm shall notify the negotiating committee in writing for their input and approval/disapproval.

**4.0 State Forms for Design and Construction**

- 4.1 DFM forms required for the project architect/engineer to properly perform their duties are provided in electronic .DOC/DOCX under "Planning Forms" at the DFM website [www.da.ks.gov/fp/](http://www.da.ks.gov/fp/).
  - 4.1.1 Forms issued by DFM are available as samples at the same website in electronic .PDF for informational purposes only.
- 4.2 DFM forms change periodically and should be downloaded from the DFM website each time prior to use to alleviate any delay in the processing of paperwork.

**5.0 Critical Project Requirements**

- 5.1 Request for Review FPDC Form 120, will be provided with each submittal by the project architect/engineer.

5.2 “Is a Code Footprint Required?” FPDC Form 105 will be completed and submitted at the beginning of each project.

5.3 ADAAG Path of Travel Requirements FPDC Form 115 will be completed for each renovation and/or addition.

## 6.0 Ancillary Technical Services

6.1 Whenever **ancillary technical services** are required, the Secretary of Administration, through DFM, will contract with qualified firms to perform these services which include but are not limited to geological services and other soil or subsurface investigation and testing services; surveying; asbestos, lead paint or other hazardous materials testing; testing and balancing of heating, ventilating, air conditioning and other mechanical building systems; building commissioning; and other testing and consultant services.

6.2 Annually, DFM will advertise for firms interested in providing these services to submit a State of Kansas Professional Qualifications FPDC Form 050. This notice will be published in the *Kansas Register* and on the DFM website.

## 7.0 Program Changes

7.1 A program may be revised, amended or rejected by the negotiating committee during the development of the project with the understanding that the project architect/engineer is to be fairly compensated for any authorized changes.

## 8.0 Additional Services

8.1 When additional services are requested, fees commensurate with the additional services should be negotiated with the negotiating committee prior to performing any said services.

8.1.1 Additional services from the A/E Program Services List.

8.1.2 Increase in scope of work.

8.1.3 Additional inspections as detailed in Chapter 16.

8.2 Department of Administration’s staff attorney, in accordance with the same procedures as the original contract, will prepare an amendment to the project architect/engineer’s contract.

8.3 The project architect/engineer shall proceed with additional services only after the signed contract amendment or written authorization from the chair of the negotiating committee is received.

8.4 Invoice approval for additional services will follow the same procedures as contract fee payments.

## 9.0 Bid Documents Licensure

9.1 All professional licensure shall comply with the Kansas Board of Technical Professions requirements.

9.1.1 The Kansas State Board of Technical Professions recognizes electronic signatures. Specific regulations and standards are available at the KSBTP website at <http://www.kansas.gov/ksbtp/seals.html>.

- 9.2 Each professional in each discipline that seals original bid drawings for a state Capital Improvement Project shall seal each drawing related to their actual work, and sign and write the current date across each seal.

9.2.1 Each discipline that seals original bid drawings will be part of the titleblock on each drawing that contains their work.

- 9.3 Each professional in each discipline shall also seal a sheet in the specification manual, sign and write the current date across each seal.

## 10.0 Copyright and Ownership of Documents

- 10.1 The project architect/engineer retains the copyright on the design (i.e. the overall form as well as the arrangement of and composition of spaces and elements of design.)

10.1.1 The copyright is retained by the project architect/engineer after the project is constructed unless conveyed by the project architect/engineer to the Owner.

10.1.2 If the Owner wishes to reuse the design, the project architect/engineer must agree and be compensated accordingly.

- 10.2 The project architect/engineer retains ownership of **all** contract documents prepared by the project architect/engineer for the project.

10.2.1 Except for the state's detention facilities, it is the project architect/engineer's responsibility to approve / disapprove the contractor's use of the documents for shop drawings.

10.2.1.1 In conjunction with the project architect/engineer, agencies with detention facilities also have a responsibility to approve / disapprove the use of documents for purposes other than bidding and construction of the project.

10.2.2 The Owner may use the documents as reference material for subsequent projects on the facility without obtaining the permission of the project architect/engineer.

10.2.2.1 The project architect/engineer will not be held responsible for any claims resulting from the subsequent projects.

## 11.0 Termination of Architectural / Engineering Services

- 11.1 In the event of termination of a project for any reason, including lack of funding for the project, the state of Kansas will give the project architect/engineer thirty (30) days notice.

- 11.2 An appropriate fee for services rendered will be negotiated between the project architect/engineer and the negotiating committee.

- 11.3 All completed documents shall become the property of the State of Kansas.

## **END OF CHAPTER 6**